# BANGALORE METROPOLITAN TRANSPORT CORPORATION

## TENDER TERMS & CONDITION

FOR

## AUDIO ADVERTISEMENT SYSTEM IN BMTC BUSES

## DISCLAIMER

This Tender is issued by the Bangalore Metropolitan Transport Corporation (BMTC) for the selection of a qualified bidder for the design, supply, installation, commissioning, operation, and maintenance of an Audio Advertisement System in BMTC buses across Bengaluru.

- BMTC reserves the right to accept or reject any or all bids, in whole or in part, without assigning any reason.
- The issuance of this Tender does not commit BMTC to award a contract.
- Any information provided in this document is for bidder guidance only and does not constitute a legally binding offer.
- All costs incurred by the bidder in preparing and submitting the bid shall be borne solely by the bidder.

# SECTION 1 — NOTICE INVITING TENDER

Bangalore Metropolitan Transport Corporation (BMTC), a Government of Karnataka undertaking, invites sealed tenders from eligible, experienced, and financially sound firms / companies / agencies for the grant of exclusive rights to install, operate, maintain, and manage an IN-BUS AUDIO ADVERTISEMENT SYSTEM 300 Bus fleet operated in the Bengaluru Metropolitan Region.

BMTC operates one of the largest city bus networks in India, with a fleet of approximately 6,000 buses serving over 35 lakh passengers daily across Bengaluru. This tender presents a significant commercial opportunity for advertisers and media companies to leverage this captive audience through targeted, structured audio messaging.

## 1.1 Objective

The primary objective of this tender is to engage a professional technology and media partner to implement a centralised and fully automated audio advertisement system that achieves the following:

1. Generate non-fare revenue for BMTC through commercial audio advertisements played in buses.
2. Enable targeted and location-based advertising by integrating with GPS, ITS systems of BMTC.
3. Ensure seamless passenger announcement functionality without any override or interference.
4. Maintain passenger comfort through regulated volume, content quality, and language compliance.
5. Ensure system safety, tamper-proofing, and full compliance with applicable regulatory standards.
6. Provide BMTC with real-time monitoring, analytics, and remote management capabilities.

## 1.2 Scope of Work

7. Design, supply, installation, commissioning, operation, and maintenance of audio advertisement systems in BMTC buses.
8. Production, scheduling, and playout of audio advertisement content as approved by BMTC.
9. Integration with existing on-board systems (where feasible), including GPS and ITMS infrastructure.
10. Regular reporting on advertisement airtime utilised and compliance with scheduled playout.
11. Compliance with content guidelines, public broadcast regulations, and BMTC standards at all times.
12. The frequency and scheduling of audio advertisements shall be regulated in accordance with BMTC guidelines and operational requirements.
13. BMTC shall reserve 10% of the total audio advertisement airtime/frequency for its own announcements, public service messages, or other authorised communications.

## 1.3 Key Tender Parameters

| PARAMETER | DETAILS |
|---|---|
| **Fleet Coverage** | Minimum 300 buses in Phase I; scaling to fleet (NON-AC) |

| | |
|---|---|
| **Route Types** | Ordinary, Express, Night Service |
| **Audio Slot Duration** | 10 seconds per/duration of one minute |
| **Language** | Kannada (mandatory); English (permissible) |
| **Fee Model** | License Fee per bus per month (as quoted by bidder) |
| **Contract Duration** | 3 Years (extendable by 3 years at BMTC's discretion) |

# SECTION 2 — PRE-QUALIFICATION CRITERIA

**Tenderer must satisfy all of the following eligibility conditions. Tenders not meeting these conditions shall be summarily rejected.**

## Legal and Structural Requirements

1. The bidder shall be a Company incorporated under the Companies Act 2013, or a Partnership Firm, LLP, or Proprietorship Firm registered in India.
2. The bidder shall have a valid GST registration and PAN.
3. The bidder shall not be blacklisted and Terminated by BMTC, KSRTC, any other government body, or any court of law in India.

## Experience & Track Record

1. Relevant experience in deploying or operating in-vehicle audio/video or media broadcast systems.
2. Must provide verifiable client references with contact details and work completion certificates.
3. The bidder should possess demonstrated capability in digital signage, audio broadcast systems, or Out-Of-Home (OOH) media management at scale.

## Financial Eligibility

1. Minimum average annual turnover of Rs. 50,00,000/- (Rupees Fifty Lakhs) during the last three (3) financial years, supported by CA-certified audited financial statements.
2. Positive net worth in each of the last three (3) financial years (audited balance sheets required).
3. The bidder shall not have any ongoing insolvency, winding-up, or liquidation proceedings.

## Technical Manpower

1. Dedicated technical team of required number or with at least Three to Five (3 to 5) qualified engineers for installation and maintenance.
2. Certified electricians with experience in automotive electrical systems.
3. Joint Ventures / Consortia
4. Joint ventures / consortia of up to two firms are permitted.
5. Each partner shall individually satisfy the legal eligibility criteria. Combined turnover shall be considered for financial eligibility.
6. A legally binding JV agreement must be submitted along with the tender.

# SECTION 3 — TECHNICAL & FUNCTIONAL SPECIFICATIONS

## 3.1 Hardware Requirements

- Minimum of two (2) speakers per bus, positioned to ensure audibility across the passenger cabin.

- Mounting: Bracket-mounted; no drilling into structural bus body.
- All hardware must carry BIS certification (or equivalent) and comply with applicable Indian Automotive Standards.
- The bidder shall strictly comply with all applicable laws, rules, regulations, guidelines, notifications, and directions issued from time to time by the Central Government, State Government, statutory authorities, transport authorities, pollution control authorities, and any other competent regulatory body governing audio advertisements in public transport vehicles..

## 3.2 Software & Functional Requirements

- Automated Playback: Ads shall play automatically based on pre-configured time slots without manual intervention.
- GPS-Triggered Advertising: Location-specific ads triggered by geofencing or route markers integrated with BMTC's GPS/ITS infrastructure.
- Multi-Language Support: Kannada language support is mandatory; Hindi and English are optional.
- Volume Control: System must respect ambient volume thresholds (maximum 60 dB(A) measured at 1 metre from speaker). No sudden volume spikes permitted.
- Reporting & Analytics: Daily, weekly, and monthly play count, route coverage, and operational analytics shall be auto-generated and downloadable in PDF/Excel formats.

## 3.3 Content Management System (CMS) — Brief Overview

A secure, cloud-based Content Management System (CMS) shall be provided to BMTC with the following core capabilities:

- Role-Based Access Control (RBAC) with complete audit trails for all user actions.
- Real-time dashboard for bus-wise playback status, uptime monitoring, and fault alerts.
- Automated scheduling engine with time, location, and route-based triggers.
- All content must be pre-screened and approved by BMTC authorised personnel before deployment.
- Integration API provided for future interface with BMTC's ITMS/ERP platforms.

## 3.4 Network & Connectivity

- Primary Network: 4G LTE / 5G SIM-based connectivity.
- Offline Fallback: Local storage to ensure advertisement playback even during network outages.
- Data usage must not interfere with BMTC's fleet management or ITS bandwidth.

## 3.5 System Integration

- Integrate with BMTC's existing GPS and Intelligent Transport Systems (ITS) of BMTC.
- Synchronise audio advertisements with route-specific passenger announcements.
- Advertisements shall NOT override or interfere with safety or emergency announcements under any circumstance.
- No advertisement shall play during emergency announcements or driver communication.
- API-based integration capability for future BMTC digital platforms.

## 3.6 Audio Content Standards

- Content must not contain objectionable, communally sensitive, politically partisan, or obscene material.
- All content must be pre-approved in writing by BMTC's designated officer before airing.
- Public Service Announcements (PSAs) as directed by BMTC shall be included free of charge (up to 10% of total airtime).
- Content playout logs shall be generated automatically and maintained for audit purposes.

## 3.7 Maintenance & Support

- Conduct preventive maintenance for all installed units on a monthly basis.
- Ensure breakdown resolution within 24 hours of fault reporting.
- Maintain an adequate spare parts inventory at Bengaluru service depot.
- Assign a dedicated on-site technical support team during operational hours.
- Provide a toll-free helpline or ticket-based support system for BMTC staff.
- System uptime of 95% or above shall be maintained across the fleet at all times.

# SECTION 4 — FINANCIAL TERMS & LICENSE FEE MODEL

## 4.1 License Fee Model

The bidder shall quote a fixed License Fee per bus per month, payable to BMTC irrespective of advertising revenue actually realised. This is the sole financial model applicable under this tender. The bidder quoting the highest License Fee per bus per month shall be determined as H1 and shall be recommended for award of contract.

| Sl. | Description | Bidder's Quote |
|---|---|---|
| 1 | License Fee per bus per month (inclusive GST) | Rs. _____ per bus per month |

Note: The License Fee quoted shall be firm and fixed for Year 1. Annual escalation of 5% per annum shall be applicable from Year 2 onwards.

## 4.2 Payment Schedule

| PAYMENT COMPONENT | SCHEDULE |
|---|---|
| **Monthly License Fee** | Payable on or before the 5th of each calendar month |
| **Annual Fee Escalation** | 5% per annum |
| **Penal Interest on Late Payment** | 24% per annum on outstanding amount |

## 4.3 Earnest Money Deposit (EMD)

- EMD of Rs. 5,00,000/- to be paid via Demand Draft in favour of 'Bangalore Metropolitan Transport Corporation', payable at Bengaluru.
- EMD of the successful bidder will be converted to Security Deposit or adjusted against the performance Bank Guarantee.
- EMD shall be forfeited in case of withdrawal/modification of bid after the submission deadline, failure to execute the agreement within the prescribed time, or furnishing false information.

## 4.4 Security Deposit (SD) / Performance Bank Guarantee (PBG)

- Successful bidder shall furnish a Security Deposit equivalent to 6 times of the quoted ELF, 3(three) months cash and another 50% of the amount shall be submitted in the form of Bank Guarantee.
- PBG shall be from a scheduled commercial bank in the format prescribed by BMTC.

- SD shall be returned after successful contract completion or expiry with completion of the final audit and deducting dues (if any).
- BMTC may invoke the SD/PBG in case of contractual breach, non-performance, or payment default.

## 4.5 Taxes & Duties

- All amounts quoted shall be inclusive of GST.
- TDS shall be deducted at source as per prevailing Income Tax provisions.
- BMTC reserves the right to audit financial records related to advertisement operations.
- Bidder must maintain equipment and third-party liability insurance throughout the contract period.

# SECTION 5 — BID SUBMISSION PROCEDURE

## 5.1 Two-Envelope / Two-Cover System

Bids shall be submitted in a Two-Cover sealed system as follows:

| COVER | DESIGNATION | CONTENTS |
|---|---|---|
| **Cover 1** | **Technical Bid** | EMD, Tender Fees, Company Registration Documents, GST, PAN, Audited Financials, Past Experience Certificates, Technical Proposal, Manpower Plan, Technical Compliance Sheet, Declaration Forms |
| **Cover 2** | **Financial Bid** | License Fee quoted per bus per month — in e-pro. |

Financial Bids (Cover 2) of only technically qualified bidders shall be opened. The date of Financial Bid opening shall be communicated separately to qualified bidders.

## 5.2 Documents to be Submitted (Checklist)

- Certificate of Incorporation / Registration
- Valid GST Registration Certificate
- PAN Card
- Audited Balance Sheets and P&L Statements for FY 2022-23, FY 2023-24, FY 2024-25
- CA-certified Net Worth Certificate for the latest financial year
- Work Orders and Completion Certificates for similar projects
- Declaration of Non-Blacklisting & non – Termination (on company letterhead)
- Undertaking of Acceptance of Terms and Conditions
- Power of Attorney in favour of authorised signatory
- JV Agreement (if applicable)

## 5.3 Submission Instructions

- Both covers to be placed in a single outer envelope marked: 'NIT – In-Bus Audio Advertisement System – BMTC'.
- Submit physical copies to BMTC's designated procurement office on or before the last date and time specified.
- Online portal submissions (if enabled): Follow BMTC's e-procurement portal guidelines.
- Late submissions will be summarily rejected without opening.
- Bids received without EMD or Tender Document Fee shall be summarily rejected.

# SECTION 6 — EVALUATION & AWARD

## 6.1 Technical Evaluation (Qualification /Disqualification)

Technical Bids shall be evaluated on a Qualification /Disqualification basis against the pre-qualification criteria in Section 2. Bidders who do not meet any mandatory criterion shall be disqualified.

## 6.2 Financial Evaluation

The contract shall be awarded to the bidder quoting the highest License Fee per bus per month. BMTC reserves the right to negotiate with the H1 bidder prior to award of contract.

## 6.3 Evaluation Process Summary

1. Stage 1 – Technical Evaluation: BMTC's committee evaluates Cover 1 against pre-qualification criteria.
2. Stage 2 – Financial Evaluation: Cover 2 opened only for bidder’s qualified technical stage.
3. H1 Determination: Highest License Fee per bus per month is the H1 bidder.
4. Final Award: BMTC issues Letter of Award (LOA) to the H1 bidder after due approval.

Note: BMTC reserves the right to accept or reject any or all tenders without assigning reasons. No bidder shall have any claim against BMTC in case of rejection.

# SECTION 7 — GENERAL CONDITIONS OF CONTRACT

## 7.1 Contract Period

- Initial contract period: Three (3) years from the date of system go-live.
- Extendable by up to Three (3) years at BMTC's discretion, based on satisfactory performance and mutual agreement.

## 7.2 Completion Timeline

- Installation and commissioning shall be completed within 30 days of issuance of Letter of Award (LOA).
- User Acceptance Testing (UAT) report shall be submitted and signed off by BMTC before system go-live.
- BMTC personnel shall be trained on CMS operation, monitoring, and fault reporting before go-live.

## 7.3 Termination

- BMTC may terminate the contract with 30 days' notice if the concessionaire breaches any material condition and fails to remedy within the notice period.
- BMTC may terminate immediately in cases of fraudulent misrepresentation, insolvency, or persistent payment default (three or more consecutive months).
- Upon termination, all hardware installed on BMTC buses shall remain the property of BMTC; or alternatively be removed by the concessionaire at its own cost within 15 days, as BMTC may direct.
- Assignment of contract rights without BMTC's prior written consent shall constitute grounds for termination.

## 7.4 Intellectual Property

- All content broadcast through the system shall be the sole responsibility of the concessionaire for copyright clearances, royalties, and IPRS compliance.
- BMTC retains ownership of all data generated through the system, including ridership analytics linked to advertisement slots.
- All intellectual property created under this project shall vest with BMTC.

## 7.5 Indemnity:

- The Licensee shall comply with and adhere to all applicable laws, rules & regulations, circular, orders that are applicable in the contract. The Licensee has to indemnify the Licensor, against any kind of claims, damages caused on account of lapses on the part of Licensee of his agents. The Licensee will be liable for any consequences resulting from violation of any such applicable laws.

## 7.6 Dispute Resolution

- In case of any dispute or differences arises on the terms and conditions of the tender or contract as the case may be, the matter shall be referred to Managing Director, BMTC, whose decision shall be final and binding on both the parties.

## 7.7 Governing Law & General Conditions

- This contract shall be governed by and construed in accordance with the laws of India and the State of Karnataka.
- No compensation shall be payable to any bidder for preparation or submission of bids.
- The bidder must not subcontract core system operation without prior written approval from BMTC.
- Compliance with all local, state, and central government regulations is the bidder's responsibility.
- BMTC's decision on any matter related to this tender shall be final and binding.
- Bidder must indemnify BMTC against all third-party claims arising from system operation.

Sd/-

**The Chief Traffic Manager (Com),**
Bengaluru Metropolitan Transport Corporation
K H Road, Shanthinagar, Bengaluru – 560027
e-mail: ctmc@mybmtc.com
Phone: 080-22537575

## SECTION 8 — TENDER SCHEDULE

| S.No | ACTIVITY | TENTATIVE DATE |
|---|---|---|
| 1 | Publication of NIT | 03.08.2026 |
| 2 | Pre-Bid Meeting | 09.08.2026 |
| 3 | Last Date for Bid Submission | 31.08.2026 (up to 5:00 PM) |
| 4 | Opening of Technical Bids (Cover 1) | 02.09.2026 (at 11.00 AM) |
| 5 | Opening of Financial Bids (Cover 2) | Will be intimated later |

## ANNEXURE I — STANDARD CLAUSES SUMMARY

| CLAUSE | SUMMARY |
|---|---|
| **EMD** | Rs. 5,00,000/-; refundable to unsuccessful bidders within 30 days of contract award |
| **Security Deposit** | 6 times of the Quoted ELF; 3 times in form of Cash & remaining of 3 times of the amount in the form of Bank Guarantee. |
| **GST** | Applicable as per prevailing Indian tax laws; to be stated separately in the financial bid |
| **Payment Terms** | Monthly, on or before the 5th; 24% p.a. penal interest on late payments |
| **Insurance** | Bidder must maintain equipment and third-party liability insurance throughout contract period |
| **Indemnity** | Bidder indemnifies BMTC against all third-party claims arising from system operation |
| **Subcontracting** | Core system operation shall not be subcontracted without prior written approval from BMTC |

## ANNEXURE II — BID SUBMISSION FORMS

### Required Forms to Submit: (IN THE COMPANY LETTERHEAD ONLY)

1. Cover Letter on company letterhead addressed to BMTC
2. Bidder Information Form: Legal name, registered address, authorised signatory details
3. Document Checklist: Self-attested checklist of all enclosed documents
4. Undertaking: Signed declaration that all information submitted is true and accurate
5. Power of Attorney: If bid is signed by an authorised representative (not Director)
6. Declaration of Non-Blacklisting & non Termination on company letterhead
7. JV Agreement (if applicable)

## DECLARATION & AUTHORISATION

I / We, the undersigned, do hereby declare that:

1. All information provided in this tender document is true and accurate to the best of my/our knowledge.
2. I/We have read and understood all terms and conditions of this tender and agree to abide by them.
3. I/We have not been blacklisted or debarred by any Government body or court in India.
4. I/We accept that BMTC's decision on any matter related to this tender shall be final and binding.

| **Signature of Authorised Signatory** | **Company Seal** |
| --- | --- |
| Name: _____<br>Designation: _____<br>Company Name: _____<br>Date: _____ | (Affix Company Seal Here) |